

PURCHASE APPLICATION



PURCHASE APPLICATION

BUILDING #: _____

UNIT #: _____

DATE RECEIVED: _____

PROCESSED BY: _____

Application Checklist

- COMPLETE ALL SECTIONS OF APPLICATION INCLUDING:
 - CONTACT INFORMATION
 - SIGNED RECEIPT OF ASSOCIATION’S RULES & REGULATIONS
 - RELEASE, IDENTIFICATION AND HOLD HARMLESS AGREEMENT
 - GYM WAIVER (ONE PER APPLICANT)
 - CERTIFICATE OF APPOINTMENT OF VOTING REPRESENTATIVE
 - INSURANCE AGREEMENT – CONFIRMATION OF REQUIRED INSURANCE COVERAGE AND AGREEMENT ON TRANSPARENCY
 - ELECTRONIC CONSENT

Required Documents

- COPY OF SALE CONTRACT
- NOTARIZED AUTHORIZATION LETTER FROM HOMEOWNER (ADDITIONAL RESIDENT)
- COPY OF DRIVER’S LICENSE AND SOCIAL SECURITY CARD(S) or VALID PASSPORT – ANY OF THESE TWO FORMS OF IDENTIFICATION
- COPY OF VALID VEHICLE REGISTRATION(S)

Required Fees (PLEASE SEE LAST PAGE OF APPLICATION FOR A COMPLETE LIST OF THE FEES)

All money orders or cashier checks need to be made **separately**

- APPLICATION FEE - \$100.00 PER PERSON OR COUPLE NON-REFUNDABLE (*MONEY ORDER OR CASHIER’S CHECK ONLY*)
- ADMINISTRATIVE & DOCUMENT STORAGE FEE - \$350.00 NON-REFUNDABLE (*MONEY ORDER OR CASHIER’S CHECK ONLY*)
- SECURITY DEPOSIT FEE - \$300.00 REFUNDABLE AFTER MOVE-OUT (*MONEY ORDER OR CASHIER’S CHECK ONLY*)
- PET REGISTRATION FEE - \$300.00 NON-REFUNDABLE (*MONEY ORDER OR CASHIER’S CHECK ONLY*)
- RUSH FEE - \$100.00 1 TO 2 BUSINESS DAY NON-REFUNDABLE (**RUSH FEE MUST BE PROVIDED IN MONEY ORDER OR CHASHIER’S CHECK ONLY**) Completion date subject to application being 100% completed and all necessary documents turned in.

Please read the following important information

- APPLICANT **MUST** READ ORIENTATION THAT WILL BE EMAILED TO RECEIVE THE ASSOCIATION APPROVAL LETTER.
- SHOULD A POTENTIAL OCCUPANT MOVE IN WITHOUT PRIOR AUTHORIZATION, THE ASSOCIATION MAY IMPOSE FINES AND/OR PENALTIES ACCORDINGLY.
- APPROVAL TIME – **15 BUSINESS DAYS**
- THE COMPLETE CHECKLIST ON THIS PAGE MUST BE FULLY EXECUTED TO START THE PROCESS OF THE APPLICATION

→ Please make a copy of application for your records ←

PURCHASE APPLICATION

APPLICANT INFORMATION SHEET

Property Address: _____ Unit #: _____

Applicant # 1

Last Name: _____ First Name: _____ Middle Name: _____
SSN: _____ Date of Birth: _____ Have you ever been convicted of a crime? () Yes () No
Home/Cellphone #: _____ E-mail: _____

EMPLOYMENT INFORMATION:

Company Name: _____ Phone: _____
Address: _____ Position: _____ Period Employed: _____

E-MAIL CONSENT

I, _____, DO / DO NOT (Circle one) give consent to the Blue Lagoon
Condominium Association to communicate with me via electronic transmission.

Signature: X _____

Applicant # 2

Last Name: _____ First Name: _____ Middle Name: _____
SSN: _____ Date of Birth: _____ Have you ever been convicted of a crime? () Yes () No
Home/Cellphone #: _____ E-mail: _____

EMPLOYMENT INFORMATION:

Company Name: _____ Phone: _____
Address: _____ Position: _____ Period Employed: _____

E-MAIL CONSENT

I, _____, DO / DO NOT (Circle one) give consent to the Blue Lagoon
Condominium Association to communicate with me via electronic transmission.

Signature: X _____

Names and ages of others **under** the age of 18 who will occupy unit _____

Is Resident listed under a Corporation? YES _____ NO _____

If yes, please state name of the Corporation: _____

Residence Address: (If different from Blue Lagoon unit): _____

For **association mailing purposes**, please state preferred post office mail is to be sent to: *(Please be aware that you are held responsible in providing the association any changes to this information)*

PURCHASE APPLICATION

EMERGENCY CONTACT INFORMATION

In the event an emergency arises that affects your unit and you are away from your home, who should be contacted? This would include instances such as break-ins, water leaks into or from your home, fire, etc.

Please provide three (3) contact persons with all telephone numbers where they may be reached. **If a management company was hired, please provide copy of management agreement to the association.**

Contact Name: _____ Key: () Yes () No
Phone #: _____ Relationship to you: _____
Address: _____

Contact Name: _____ Key: () Yes () No
Phone #: _____ Relationship to you: _____
Address: _____

Contact Name: _____ Key: () Yes () No
Phone #: _____ Relationship to you: _____
Address: _____

Contact Name: _____ Key: () Yes () No
Phone #: _____ Relationship to you: _____
Address: _____

SIGNATURE OF RECEIPT OF RULES AND REGULATIONS OF BLUE LAGOON CONDOMINIUM POLICIES

I/We attest the receipt and acknowledged the rules and regulations of Blue Lagoon Condominium. I/We understand that if I do not comply be the rules and regulations, that I/We may be subject to any penalties that apply to the violation committed.

Applicant # 1

Name: _____ Signature: _____ Date: _____

Applicant # 2

Name: _____ Signature: _____ Date: _____

PURCHASE APPLICATION

DISCLAIMER & SIGNATURE

PLEASE INCLUDE COPY OF DRIVER'S LICENSE & SOCIAL SECURITY CARD TO CONFIRM IDENTITY

Please read and initial each item

I / We understand that Blue Lagoon Condominium Association may cause to be instituted such investigation of my/our background and/or criminal background as Blue Lagoon Condominium Association may deem necessary. (____)(____)

I / We authorize Blue Lagoon Condominium Association to make such investigation and that the Board of Directors of Blue Lagoon Condominium Association shall be held harmless from any action or claim by me/us in connection with the use of the information contained herein or any investigation conducted by the Association. (____)(____)

I / We agree to provide any additional information and/or documentation as requested by Blue Lagoon Condominium Association. (____)(____)

If this application is not legible or is not complete and accurately filled out, Blue Lagoon Condominium Association will not be liable or responsible for any inaccurate information in the investigation and related report (to the Association) caused by omissions or illegibility.

By signing, the applicant recognizes that Blue Lagoon Condominium Association and/or (Screening Company) will investigate the information supplied by the applicant, and a full disclosure of pertinent facts will be made to the Association. The investigation may be made of the applicant's character, general reputation, personal characteristics, credit standing police arrest record and mode of living, as applicable. This form is for the exclusive use of Blue Lagoon Condominium Association.

Applicant # 1

Name: _____ **Signature:** _____ **Date:** _____

Applicant # 2

Name: _____ **Signature:** _____ **Date:** _____

PURCHASE APPLICATION

VEHICLE INFORMATION

Vehicle One:

Make: _____ Model: _____ Year: _____
Color: _____ Tag #: _____ State: _____

OFFICE USE ONLY: Space #: _____ Decal/Transponder #: _____

Vehicle Two:

Make: _____ Model: _____ Year: _____
Color: _____ Tag #: _____ State: _____

OFFICE USE ONLY: Space #: _____ Decal/Transponder #: _____

Vehicle Three * (ONLY IF UNIT HAS A SECOND ASSIGNED PARKING SPACE):**

Make: _____ Model: _____ Year: _____
Color: _____ Tag #: _____ State: _____

OFFICE USE ONLY: Space #: _____ Decal/Transponder #: _____

MOTORCYCLE INFORMATION

Motorcycle One:

Make: _____ Model: _____ Year: _____
Color: _____ Tag #: _____ State: _____

OFFICE USE ONLY: Space #: _____ Decal/Transponder #: _____

****NO COMMERCIAL OR OVERSIZED VEHICLES ARE ALLOWED IN THE PROPERTY. NO EXCEPTIONS***

PET REGISTRATION

Type of Pet (please check one): Dog _____ Cat _____ other _____
(Please specify)

Name of Pet: _____ Breed/Color: _____

Markings: _____ Pet's Gender: _____ Pet's Weight: _____ Rabies License # _____

Attach photo of pet here or bring your pet by the management office to be photographed

The Blue Lagoon Condominium Association requires a non-refundable pet fee of \$300.00.

I/we understand and are aware of Blue Lagoon Condominium Association (the "Association") rules, regulations and restrictions regarding pets on the property and agree to abide by them. It is further understood that if the pet is or becomes a nuisance or annoyance or interferes with the rights or enjoyment of others including, but not limited to, any noises or smells emanating from the pet or the premises, I/we agree to provide alternate housing for the pet.

PET OWNER:

Applicant Name: _____ **Signature:** _____ **Date:** _____

Office Use Only

Pet Form

Pet Fee

Pet Tag #

PURCHASE APPLICATION

RELEASE, IDENTIFICATION AND HOLD HARMLESS AGREEMENT

This release, indemnification and Hold Harmless Agreement (“Release”) is executed this _____ day of _____, 20____ by the undersigned Owner(s) or Lessee(s) of Unit located in **BLUE LAGOON CONDOMINIUM ASSOCIATION, INC.**

Whereas, the Association will permit the undersigned to engage contractors and vendors (including all those working by, through, or under them, the “Personnel”) to perform work within the undersigned’s Unit subject to the terms and conditions set forth hereinafter. The contractor must submit a current certificate of insurance for general liability insurance with limits of at least \$1,000,000.00 and **BLUE LAGOON CONDOMINIUM ASSOCIATION, INC.** as an additional named insured; a current certificate of applicable Workers Compensation Insurance will be required; a copy of applicable licenses and required permits.

Now, Therefore, In consideration of being permitted the benefit of allowing the Personnel to perform Work within the undersigned’s Unit and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned specifically agree to the following:

The above recitals are true and correct and are incorporated herein by reference.

The undersigned acknowledgement that the Work performed by such Personnel within their Unit shall be at the undersigned’s sole risk and the Association shall not have any responsibilities or liabilities for the Work performed by such contractor or vendor and further acknowledge that the Association has made no representation regarding the Personnel’s ability or qualification to perform work.

The undersigned acknowledges and agrees that the Work performed by such contractor or vendor within their Unit shall be at the undersigned’s sole risk and the Association shall not have any responsibilities or liability for the Work performed by such contractor or vendor and further acknowledge that the Association has made no representations regarding the contractor or vendor’s.

The undersigned (jointly and severally) hereby release, immediately and hold harmless the Association and its directors, officers, agents and employees, lessees, guest and invitees and all members of the Associations from and against all claims, damages, losses and expenses including attorney’s fees, at both the trial and appellate level, arising out of or resulting from the contractor and vendor’s entry to the undersigned’s Unit and the work performed by, through or under them. This indemnification shall extend to all claims and damages, including consequential damages, losses and expenses attributable to bodily injury, death, and to damages, theft or injury to and destruction of real or personal property including loss of use resulting therefore arising out of or resulting from the Work performed by the contractor or vendor and entry into the undersigned’s unit.

We have read this Release und understand and agree to all of its terms. We execute it voluntarily and with full knowledge of its significance.

IN WITNESS WHEREOF, The undersigned have executed this Release the day and year set forth above.

Applicant # 1

Name: _____ **Signature:** _____ **Date:** _____

Applicant # 2

Name: _____ **Signature:** _____ **Date:** _____

PURCHASE APPLICATION



GYM WAIVER

One waiver per person

Part I: (PLEASE PRINT CLEARLY)

Name of Participant _____ Birthdate ____/____/____ Gender M F
Home (____) ____-____ Work (____) ____-____
E-mail _____ Address _____ Unit # _____
In case of an emergency, contact _____ Phone (____) ____-____

Part II: Release & Indemnification of All Claims & Covenant Not to Sue

This is a legally binding agreement. By signing this agreement, you waive your right to bring a court action to recover compensation or to obtain any other remedy for any injury to yourself or your property or for your death however caused arising out of your use of the facilities of Blue Lagoon Condominium (BLC), now or in the future.
That I realize the risks of cardiovascular exercise, weight training and/or body building, and I am fully aware of the possibility of mechanical and/or other malfunctions of cardiovascular equipment, weight machines, and/or weight machines and apparatus.
I, therefore fully understand and I am mindful of the serious consequences which might result due to my involvement in cardiovascular exercise, weight lifting, weight training and/or body building while at BLC, and based on that understanding, as set forth in this paragraph, I voluntarily assume any and all risk of loss, damage or injury of any kind what so ever from my use of any and all of the equipment and facilities of BLC and further and with full knowledge of the consequences(i.e. that I am waiving my right to sue) expressly waive any and all liability on the part of BLC, as the operator of The Gym, and their respective trustees, beneficiaries, staff, and officers from my use of The Gym and its equipment and facilities. Further acknowledge that the preceding list is not inclusive of all possible risks associated with the use of The Gym and that said list in no way limits the extent or reach of this release and covenant not to sue. In consideration of my use of The Gym, I agree not to claim or sue for any injury or damages resulting from risks inherent in the climbing activity that I will pursue in The Gym, including, but not limited to, the risks that have been outlined above.

Part III: Release, Indemnification, Liquidation Damages and Agreement to Arbitrate

In consideration of my use of the GYM, I, the undersigned user, agree to release on behalf of myself, my heirs, representatives, successors, executors, administrators and assigns, and hereby DO RELEASE BLC., its officers, agents, and employees from any cause of action, claims, or demands of any nature whatsoever, including, but not limited to, a claim of negligence, which I, my heirs, representatives, successors, executors, administrators, and assigns may now have, or may have in the future, against the GYM on account of personal injury, property damage, death, or accident of any kind, arising out of, or in any way related to my use of the GYM whether that use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to, the negligence of BLC., its officers, agents, or employees. In consideration of my use of the GYM, I, the undersigned user, agree to INDEMNIFY AND HOLD HARMLESS BLUE LAGOON CONDOMINIUMS, INC., its officers, agents, vendors and employees from any and all causes of actions, claims, demands, losses, or costs of any nature whatsoever arising out of, or in any way relating to my use of the GYM.

I hereby certify the following:

- 1. That I have full knowledge of the nature and extent of the risks inherent to the use of the GYM and that I am voluntarily assuming these risks. I understand that I will be solely responsible for any loss or damage, including death, that I sustain while using the GYM and that by this agreement, I am relieving BLC, of any liability for such loss, damage, or death.
2. That I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage that I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am personally capable of personally paying for any and all such expenses or liability.
3. Should it become necessary for the GYM to incur attorney's fees and costs to enforce this agreement, or any portion thereof, I agree to pay all reasonable costs and attorney's fees thereby expended, or for which liability is incurred. I am assuming the hazard of this risk upon myself. I realize that I am subject to injury from any such activity and that no form of pre-planning can remove all of the danger to which I am exposing myself.

Resident Signature _____ Date _____

PURCHASE APPLICATION



GYM WAIVER

One waiver per person

Part I: (PLEASE PRINT CLEARLY)

Name of Participant Birthdate Gender M F
Home Work
E-mail Address Unit #
In case of an emergency, contact Phone

Part II: Release & Indemnification of All Claims & Covenant Not to Sue

This is a legally binding agreement. By signing this agreement, you waive your right to bring a court action to recover compensation or to obtain any other remedy for any injury to yourself or your property or for your death however caused arising out of your use of the facilities of Blue Lagoon Condominium (BLC), now or in the future. That I realize the risks of cardiovascular exercise, weight training and/or body building, and I am fully aware of the possibility of mechanical and/or other malfunctions of cardiovascular equipment, weight machines, and/or weight machines and apparatus. I, therefore fully understand and I am mindful of the serious consequences which might result due to my involvement in cardiovascular exercise, weight lifting, weight training and/or body building while at BLC, and based on that understanding, as set forth in this paragraph, I voluntarily assume any and all risk of loss, damage or injury of any kind what so ever from my use of any and all of the equipment and facilities of BLC and further and with full knowledge of the consequences(i.e. that I am waiving my right to sue) expressly waive any and all liability on the part of BLC, as the operator of The Gym, and their respective trustees, beneficiaries, staff, and officers from my use of The Gym and its equipment and facilities. Further acknowledge that the preceding list is not inclusive of all possible risks associated with the use of The Gym and that said list in no way limits the extent or reach of this release and covenant not to sue. In consideration of my use of The Gym, I agree not to claim or sue for any injury or damages resulting from risks inherent in the climbing activity that I will pursue in The Gym, including, but not limited to, the risks that have been outlined above.

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In consideration of my use of the GYM, I, the undersigned user, agree to release on behalf of myself, my heirs, representatives, successors, executors, administrators and assigns, and hereby DO RELEASE BLC., its officers, agents, and employees from any cause of action, claims, or demands of any nature whatsoever, including, but not limited to, a claim of negligence, which I, my heirs, representatives, successors, executors, administrators, and assigns may now have, or may have in the future, against the GYM on account of personal injury, property damage, death, or accident of any kind, arising out of, or in any way related to my use of the GYM whether that use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to, the negligence of BLC., its officers, agents, or employees. In consideration of my use of the GYM, I, the undersigned user, agree to INDEMNIFY AND HOLD HARMLESS BLUE LAGOON CONDOMINIUMS, INC., its officers, agents, vendors and employees from any and all causes of actions, claims, demands, losses, or costs of any nature whatsoever arising out of, or in any way relating to my use of the GYM.

I hereby certify the following:

- 1. That I have full knowledge of the nature and extent of the risks inherent to the use of the GYM and that I am voluntarily assuming these risks. I understand that I will be solely responsible for any loss or damage, including death, that I sustain while using the GYM and that by this agreement, I am relieving BLC, of any liability for such loss, damage, or death.
2. That I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage that I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am personally capable of personally paying for any and all such expenses or liability.
3. Should it become necessary for the GYM to incur attorney's fees and costs to enforce this agreement, or any portion thereof, I agree to pay all reasonable costs and attorney's fees thereby expended, or for which liability is incurred. I am assuming the hazard of this risk upon myself. I realize that I am subject to injury from any such activity and that no form of pre-planning can remove all of the danger to which I am exposing myself.

Resident Signature Date

PURCHASE APPLICATION

BLUE LAGOON CONDOMINIUM ASSOCIATION, INC.

CERTIFICATE OF APPOINTMENT OF VOTING REPRESENTATIVE

THIS IS TO CERTIFY that the undersigned, constituting all of the record owners, partners, members or corporate officers of (property address including unit #) _____ in BLUE LAGOON CONDOMINIUM ASSOCIATION, INC., designate

(Name of Owner of above Unit who is Voting Representative)

Who is an owner or partner, member, officer or representative to be the holder of the Voting Certificate and shall have the right and authority as the representative to cast all votes and to express all approvals that such owners may be entitled to cast or express at all meetings of the membership of the Association and for all other purposes provided by the Declaration, Articles of Incorporation and By-Laws of the Association.

DATED the _____ day of _____, 20_____.

OWNER- PRINT NAME

OWNER- SIGNATURE

OWNER- PRINT NAME

OWNER- SIGNATURE

OWNER- PRINT NAME

OWNER- SIGNATURE

NOTE: This form is not a proxy and should not be used as such. Please be sure to designate one of the joint owners of the unit as the Voting Representative, not a third person. COMPLETE, SIGN AND RETURN WITH YOUR PROXY.

PURCHASE APPLICATION

BLUE LAGOON CONDOMINIUM ASSOCIATION

Confirmation of Required Insurance Coverage and Agreement on Transparency

This Confirmation of Insurance Coverage and Agreement on Transparency is among Blue Lagoon Condominium Association, Inc. (the "Association") and [print name(s)], the owners of Unit (s) ("Owner(s)") in the Association and is dated this day of , .

Owner(s) represents and warrants to the Association that Owner(s) have obtained and will maintain property insurance inclusive of windstorm coverage with no less than a 5% deductible per calendar year and liability insurance of no less than \$100,000/\$200,000 per occurrence, and that the attached certificate(s) of insurance is true, genuine, and correct, and that at all times Owner(s) shall maintain such insurance in effect, listing and maintaining Association as an Additional Insured (as such capitalized term is used in the insurance industry) under all applicable or necessary policies of property insurance (inclusive of windstorm) and liability insurance hereunder.

Owner(s) additionally agree to update the insurance information that is the subject of this Agreement when any insurance policy is renewed or the carrier for such policy is changed by providing a new Certificate of Insurance to the Association containing all the information required above for the new policy of insurance.

For the sake of transparency and ensuring full compliance, without the appearance of favoritism with the foregoing insurance requirements, Owner(s) hereby irrevocably grant Association full and unconditional power to reveal their compliance or non-compliance with such insurance requirements, and the identity of Owner(s) insurers, to all interested parties.

This Confirmation and Agreement is supported by adequate consideration, including, without limitation ten dollars (\$10) that each party confirms was received in hand from the other upon execution thereof.

Witness:

Owner(s):

Name: _____

By: _____

Print Name: _____

Title: _____

Name: _____

By: _____

Print Name: _____

Title: _____

Name: _____

By: _____

Print Name: _____

Title: _____

Electronic Notice and Electronic Voting and Participation for Association Meetings and Elections.

It is of uttermost importance for all owners & applicants to learn the significance of providing consent to electronic voting AND to receive electronic notice of meetings. It will make the voting experience simpler and we believe, and hope will make owners more involve with the association matters.

By completing and signing this consent **Exhibit A**, the homeowner has the option to:

- Vote electronically for the board of directors' elections.
- Vote electronically for changes or amendments to the By Laws and other documents.
- Receive instantaneous notifications of association meetings and other important condominium news.

If you decide to not give the consent complete **Exhibit B**, you may still vote by ballot paper and receive meeting notifications by mail and checking the posting sites as elevators and mail room.

Please complete either *Exhibit A* (Yes to Consent) or *Exhibit B* (No to Consent).

PURCHASE APPLICATION

**CONSENT TO ELECTRONIC VOTING AND/OR
CONSENT TO RECEIVE ELECTRONIC NOTICE OF MEETINGS**

The undersigned, being an Owner or the Voting Member under the relevant section(s) of the Association By-Laws for Unit No./Address _____, at **Blue Lagoon Condominiums**, pursuant to Florida Statutes, hereby consent(s) in writing to:

(Please place a check mark or x in the box or boxes below for which you are giving consent. You may consent to electronic voting, receiving electronic notice or both).

- 1. **ELECTRONIC VOTING.** By signing this consent form (or consenting to electronic voting by e-mail sent to the Association), I/we consent to voting electronically at meetings and elections for **Blue Lagoon Condominium Association, Inc.** to the fullest extent permitted by law, pursuant to the provisions of the Board’s Resolution authorizing electronic voting (“Resolution”). I/We designate the **following email address** for electronic voting purposes: (PRINT NEATLY) _____. The undersigned understands and agrees that in order to be valid, this consent form must be signed and on file with the Association prior to the meeting or election in which the Unit Owner wishes to vote by electronic means, and that all electronic votes shall be cast within the window set by the Board in advance of said meeting at which time the ability to vote electronically shall be deemed closed for that meeting or election. I/We further understand and agree that, in order to use a different e-mail address for casting votes electronically, I/we must notify the Association in writing of the change of e-mail address prior to the meeting or election in which the Unit Owner wishes to vote by electronic means. If I/we do not provide timely written notice of this change of e-mail address to the Association as provided herein, I/we further understand and agree that I/we may not be able to vote electronically until the next membership meeting and/or election.

- 2. **ELECTRONIC NOTICE.** I/we consent to receiving notice by electronic transmission for meetings of the Board of Directors, Committees, and Annual and Special Meetings of the Members of **Blue Lagoon Condominium Association, Inc.** I/We designate the following email address for electronic voting purposes: *(you may write “same as above” or provide a different email address for electronic notice purposes)* _____. The undersigned understands that mailed/paper notice may not be provided to the Unit Owners unless the Unit Owners have rescinded their consent to receive electronic notice of meetings. **Please be aware that if you consent to receive electronic notice of meetings, your e-mail address designated for that purpose will be an official record of the Association.**

All Owners of the Unit or Eligible Voter Please Print Name, Affix Date and Sign Below:

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

PURCHASE APPLICATION

**REVOCACTION OF CONSENT TO ELECTRONIC VOTING AND/OR
REVOCACTION OF CONSENT TO RECEIVE ELECTRONIC NOTICE OF MEETINGS**

The undersigned, being all the Owners, or an eligible voter for Unit No./Address _____, at **Blue Lagoon Condominiums**, have previously consented in writing to electronic voting at meetings and elections and/or to receive electronic notice of meetings / elections for **Blue Lagoon Condominium Association, Inc.**, as permitted by law and duly filed with the Association.

I/We hereby **revoke** my/our consent for the following (check all that apply):

- Electronic Voting**
- Electronic Notice**

The undersigned understands and agrees that if revoking consent for electronic voting, this form must be signed and on file with the Association no later than **ten (10)** days prior to the meeting or election in which the Unit Owner wishes to revoke consent to vote by electronic means or the revocation will not be effective until the next membership meeting and/or election. However, if the Association receives this revocation less than ten (10) days prior to the meeting or election, the revocation will be effective for the next subsequent membership meeting.

Furthermore, the undersigned understands and agrees that if revoking consent for electronic notice, this form must be signed and on file with the Association no later than **seventy-two (72) hours** prior to the Association sending notice of a meeting or election in which the Unit Owner wishes to revoke consent to electronic notice or the revocation will not be effective until the next meeting and/or election.

All Owners of the Unit or Eligible Voter Please Print Name, Affix Date and Sign Below:

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

Exhibit "B" to Resolution

PURCHASE APPLICATION

BLUE LAGOON MOVE-IN FEES

Please note all money orders or cashier checks need to be made **separately** according to the fee and payable to:
Blue Lagoon Condominium Association

Fees Required with Application:

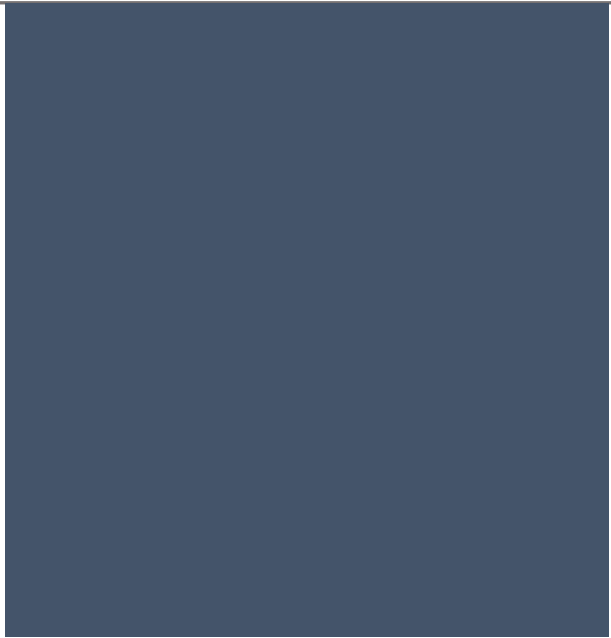
1. **\$ 100.00** Application Fee per person or couple over the age of 18yrs old. (Non-Refundable)
2. **\$ 350.00** Administrative & Document Storage Fee *Per Application*(Non-Refundable)
3. **\$ 300.00** Security Deposit Refundable proved no damages to property and common areas occurred. (Refundable after Move-Out) *
4. **\$ 150.00** Condo Docs. Fee (Non-Refundable) *Unless copy is provided by seller*
5. **\$100.00** Rush Fee (Non-Refundable) **1 to 2 Business Day** (RUSH FEE MUST BE PROVIDED IN MONEY ORDER OR CASHIER'S CHECK ONLY) Completion date subject to application being 100% completed and all necessary documents turned in.

WAYS TO MAKE PAYMENT:

1. ONLINE AT BLUELAGOONCONDOSMINIUM.COM
2. MONEY ORDER OR CASHIER CHECK.

Fees Required once application is Approved

6. **\$ 50.00** per decal (parking permit). (Non-Refundable). With current vehicle registration. (\$25 Lost/ Renewal) Fast Access
7. **\$ 50.00** EACH for First & Second Key FOB (Non-Refundable) Example: Access to the gym & clubhouse.
8. **\$ 75.00** for Third Key FOB and more (Non-Refundable)
9. **\$ 300.00** 2nd Vehicle Visitor Parking Annual Fee (Non-Refundable) (Visitor space not guaranteed)
10. **\$ 300.00** Pet Registration Fee (Non-Refundable)



Rules and Regulations

Version 2/4/2021

Board of Directors for the Blue Lagoon
Condominium Association



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Introduction

Welcome to the Blue Lagoon Condominium community.

The Blue Lagoon Condominium Association, Inc. is devoted to creating and preserving a pleasant, tranquil, and safe way of life for its residents. Therefore, it is of uttermost importance to realize that rules and regulation must be followed by all Unit Owners, Occupants & Renters.

Under the condominium documents, Blue Lagoon Condominium Association Board of Directors has the responsibility and authority for the operation of the Association, management of the Condominium Property and for the establishment and enforcement of Rules and Regulations.

These Rules and Regulations may be modified, added to or replaced at any time by the Board of Directors. Any consent or approval given by the Association under these Rules and Regulation shall be revocable at any time, except for its approval of resales or leases. These Rules and Regulations and all other hereinafter promulgated shall apply to and be binding upon all Unit Owners. The Unit Owner and occupant shall always obey said rules and regulations and shall use their best efforts to see to it that they are faithfully observed by their families, guests, invitees, servants, lessees and other persons over whom they exercise control and supervision. Said Rules and Regulations are as follows:

Provisions Rules and Regulations are specified in the Declaration of Condominium.

Board of Directors

Blue Lagoon Condominium Association, Inc.

Our Offices are located at:

5077 NW 7th Street, Suite # 400, Miami, FL 33126

Phone: 305-442-1494

Fax: 305-442-1491

info@bluelagooncondos.com

Website: www.bluelagooncondominiums.com

Balconies and Patios

- 1.1. No articles other than patio-type furniture shall be placed on the balconies, patios or other Common Elements.
- 1.2. No garbage cans, supplies, or other articles shall be placed on the balconies or patios.
- 1.3. No linens, cloths, clothing, curtains, grills, rugs, mops or laundry of any kind, or other articles be shaken or hung from balconies or patios.
- 1.4. Pets shall not be allowed on the balcony of a unit without the presence of the owner.
- 1.5. Balconies may not be used as storage
- 1.6. No bicycles, scooters or electric kids' car are allowed in balconies.
- 1.7. Balcony glass fence may not be covered with any films.
- 1.8. No owner shall allow anything whatsoever to fall from the balconies or patios of the premises; nor shall he/she sweep or throw from the premises any dirt or other substances (ex. cigarettes) into any of the corridors, hall or balconies, elevators, ventilators, or elsewhere in the building or upon the grounds.
- 1.9. The exterior of the Condominium Units and all other exterior areas appurtenant to a Condominium Unit, including, but not limited to, balcony wall, railings, ceilings or doors, shall not be painted, decorated or modified by a Unit Owner or occupant in any manner without the prior consent of the Association.
- 1.10. No lights nor any items may be installed in balcony wall or railings. *
- 1.11. Nothing, including, but not limited to, radio or television aerials or antennas, signs, notices or advertisements, awnings, curtains, shades, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices, wiring or other items shall be attached or affixed to the exterior of any Unit or balcony or exposed on or projected out of any window, door or balcony or any Unit without the prior written consent of the Association.
- 1.12. No one shall alter the outside appearance of any window of any Unit without the prior written consent of the Association.

The consent of the Association to all or any of the above may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors of the Association.
- 1.13. Notwithstanding anything herein or in any of the Condominium documents to the contrary, any Unit Owner, Occupant or Renter may display one (1) portable, removable United States flag in a respectful way; and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day any Unit Owner may display in a respectful way portable, removable official flags, not larger than 4.5 feet by 6 feet that represent.
- 1.14. There should be nothing on balcony railings including plants or any other objects.
- 1.15. No cooking is permitted on the balconies. No fires or cooking devices of any kind are permitted on balconies such as BBQ or portable gas stove.
- 1.16. Owners shall remove all loose or movable objects from balconies during a hurricane alert or whenever their unit is to remain vacant for an extended period. Owners shall be responsible for any damage to the property of the Association or to the property of other owners, which is caused by loose objects falling from their balconies.
- 1.17. Christmas lights can be installed in balcony from the day after thanksgiving until January 31. *

- 1.18. Shutters must be removed no later than 2 weeks after storm passes. *
- 1.19. No resident, family or guest shall make any disturbing noises on the balcony, (or open or close door constantly).
- 1.20. Sweeping debris off the balconies or hosing balconies are prohibited. Waterproof containers shall be placed under all flowerpots located on balconies.

Children

- 2.1. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated.
- 2.2. All minors must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.
- 2.3. Children shall not play or loiter in the halls, balcony, stairways, elevator, or other public areas.

Garbage & Recycle

- 3.1. No garbage bags shall be placed in the halls, on the balconies, or on the staircase landings.
- 3.2. Refuse and bagged garbage shall be deposited only in the area trash chutes provided, therefore. In this regard, all refuse must be bagged in sealed garbage bags. Bagged garbage will not be blocked on hallways and emergency stair doors.
- 3.3. No debris, items, bags may be left by the trash chute area of any floor. Larger items must be disposed at any public garbage disposal centers.
- 3.4. No furniture or debris may be left by the trash room doors.
- 3.5. No debris may be left in the parking spaces or in front of the parking space. Only the following objects are allowed in the parking spaces or in front of the spaces, if there is enough space: autos, motorcycles, mopeds or bicycles.
- 3.6. Garbage, debris, furniture, construction equipment, materials, oil, clothing, food will not be thrown at the lagoon as it destroys natural species (fish and wildlife) on the lagoon.
- 3.7. All food waste must be placed in plastic bags or wrapped in plastic and securely tied to avoid getting fined before placing in trash chute provided on each floor. Proper disposal will help avoid odors, poor sanitation, and attraction of rodents, bugs or vermin.
- 3.8. To avoid clogging chute, do not force anything through chute door. Boxes need to be folded, strapped and neatly placed inside the Recycling Bins that are located in front of the buildings.
- 3.9. Recycle Bins located in front of the buildings are only for flattened cardboard boxes, plastic bottles and paper. Absolutely no dumping of any object other than the ones previously mentioned.
- 3.10. Loose contents of wastebaskets, ashtrays and packing materials must be bagged and securely tied before placing in the chute. No lighted cigarettes or cigars shall be thrown down the chute.

- 3.11. Any movers or delivery men are to be instructed by the owner to take all boxes and packing materials with them when they leave the premises. These materials are not to be placed in the trash room or hallways.
- 3.12. Owners are responsible for removal of all excess materials and debris such as from alterations or improvement of any apartment. The acquisition of appropriate waste containers for bulk material generated by any such alteration or improvement is to be the responsibility of the unit owner, arranged in accordance with local regulations and the management.

General

- 4.1. The sidewalk, entrance, passages, elevators, if applicable, vestibules, stairways, corridors, hall, and all of the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress, to and from the premises; not shall any carriages, bicycles, shopping carts, chairs, benches, tables, or any other objects be stored therein, except in areas (if any) designated for such purposes.
- 4.2. For security purposes, all doors leading from the building to the outside or from the garages into the elevator lobbies or stairways or the Condominium building shall be closed at all time and shall not be blocked.
- 4.3. The personal property of all Unit Owners and occupants must be stored in their respective Units.
- 4.4. No garbage cans, supplies, milk bottles or other articles shall be placed in the halls, on the balconies, or on the staircase landings, nor shall any linens, cloths, clothing, curtains, grills, rugs, mops or laundry of any kind, or other articles be shaken or hung from any of the windows, floors or balconies, or exposed on any part of the Common Elements.
- 4.5. Nor shall any linens, cloths, clothing, curtains, grills, rugs, mops or laundry of any kind, or other articles be shaken or hung from any of the windows, floors or balconies, or exposed on any part of the Common Elements.
- 4.6. No owner shall allow anything whatsoever to fall from the window, balconies or doors of the premises; nor shall he sweep or throw from the premises any dirt or other substance (cigarettes) into any of the corridors, hall or balconies, elevators, ventilators, or elsewhere in the building or upon the grounds.
- 4.7. Fire exits shall not be obstructed in any manner, the Common Elements shall be kept free and clear of any rubbish, debris and other unsightly materials.
- 4.8. Duplicate keys (new/old) from previous/new owner of units must be given to the Condominium Association Office immediately or during/prior a closing of such unit as may be necessary for the purpose of maintaining, repairing or replacing the common elements or any portion of a unit to be maintained by the Association to prevent damage to the common elements, the Association property or to a unit or units at any time during reasonable hours. In the event the previous/new unit owner fails to supply a new duplicate key, and entry into the Unit by the Association is permitted in accordance with the Declaration, Articles, By-Laws or these Regulations, the Association shall not be responsible for any costs or expenses incidental to a forced entry into the Unit. Except, in case an emergency, the association has the right to enter unit at any time deemed necessary.
- 4.9. Water closets and other water apparatus and plumbing facilities on the Condominium Property shall not be used for any other purpose for which they were constructed. Any damages

resulting from misuse of any such items in the Condominium Unit or elsewhere shall be paid for by the Unit Owner in whose Unit it shall have been caused or by the Unit Owner whose family, guest, invitee, servant, lessee or other person who is on the Condominium Property pursuant to the request of the Unit Owner shall have caused such damage.

- 4.10. Any Unit Owner, Occupant or Renters shall not send employees of the Association out of the building at any time for any purpose.
- 4.11. No Unit Owner, Occupant or Renters shall direct, supervise or in any manner attempt to assert control over the employees of the Association. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
- 4.12. The exterior of the Condominium Units and all other exterior areas appurtenant to a Condominium Unit, including, but not limited to, balcony wall railings, ceilings or doors, shall not be painted, decorated or modified by a Unit Owner in any manner without the prior consent of the Association. Nothing, including, but not limited to, radio or television aerials or antennas, signs, notices or advertisements, awnings, curtains, shades, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices, wiring or other items shall be attached or affixed to the exterior of any Unit or balcony or exposed on or projected out of any window, door or balcony or any Unit without the prior written consent of the Association. No one shall alter the outside appearance of any window of any Unit without the prior written consent of the Association. The consent of the Association to all or any of the above may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors of the Association.
- 4.13. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on or upon any part of the Condominium Unit or Condominium Property by any Unit Owner, occupant, and/or vendors/sales without permission of the Association.
- 4.14. A Unit Owner, occupant, and/or vendors shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, fire stairs, doors, balconies or windows of the Building.
- 4.15. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be white or off-white in color, or otherwise shall require the prior written approval of the Board, failing which, they shall be removed and replaced with acceptable items.
- 4.16. Notwithstanding anything herein or in any of the Condominium documents to the contrary, any Unit Owner and occupant may display one (1) portable, removable United States flag in a respectful way; and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day any Unit Owner may display in a respectful way portable, removable official flags, not larger than 4.5 feet by 6 feet that represent.
- 4.17. No flammable, gas grill, electric, combustible or explosive fluid chemical or substance shall be kept in any Unit, Limited Common Element assigned thereto, or storage areas, except such as are required for normal household use.
- 4.18. The Residential Condominium Unit shall be used solely for residential purposes consistent with applicable zoning laws.
- 4.19. Rugs, mats, etc., may not be placed outside the Condominium Unit entrance door.
- 4.20. Wood Guards on windows is prohibited, as they become projectiles in Hurricane Season.
- 4.21. No solicitors (real estate, movers, etc.) are to be permitted on the Condominium Property at any time except by individual's appointment with residents with approval from the Board.

- 4.22. Appropriate/Dry clothing must always be worn to the common areas (elevators, lobby, gym, clubhouse, and hallways).
- 4.23. All sales (vendor; realtors) personnel visiting the property must show proper updated license(s) document(s) with the State of Florida.
- 4.24. The association has the right to escort out (and/or) deny entrance to the property guests, sales personnel, and visitors who causes/caused nuisance, endangerment, threat, nor follows Rules and Regulations and damage to the association.
- 4.25. No smoking allowed in common areas, hallways, elevators, lobbies, stairs or parking garage.
- 4.26. Airbnb, Vrbo, Home Togo etc. rentals are not permitted in the Blue Lagoon Condominium.

Guest

- 5.1. Owners or Tenants shall notify the Management Offices when guests have their permission to use their unit in their absence. No Airbnb, Vrbo, Home Togo, etc. daily/weekly rentals allowed.
- 5.2. Management must be notified of any guest staying fifteen (15) days and up to thirty (30) days by giving names and vehicle information if applicable.
- 5.3. Guest must pay for parking and should purchase Blue Lagoon Guest photo ID card if he or she desires to use recreational areas. Additionally, to a Blue Lagoon Guest photo ID card, guest must sign gym waiver to use the gym.
- 5.4. Any guest staying more than thirty (30) days must apply for occupancy.
- 5.5. Owners are responsible for the conduct of their guests within the condominium property and shall familiarize their guests with these rules and regulations.

Hurricane Shutters

- 6.1. Association approval shall be required before any shutters are installed.
- 6.2. Unit owners are responsible to ensure that proper installer license, insurance and permits are obtained before installation.
- 6.3. Accordion shutters are permitted, and the colors allowed are white or off white.

Moving and Delivery

- 7.1. Moves and deliveries must be scheduled at least 7 days in advance to ensure that the time slot is not occupied.
- 7.2. Moves and deliveries are allowed Monday - Friday from 9:00 am to 5:00 pm and Saturdays (**Only** professional DELIVERIES) from 9:00 am to 2:00 pm.
- 7.3. Moving in or out of the building should be accomplished in a professional and orderly manner and only the protected service elevator must be used.
- 7.4. Movers must remove from the condominium property all boxes, crates or packing material. Items not removed by movers will be the responsibility of the person moving in or out.

- 7.5. Moves and deliveries inspection will take place before and after the move/delivery with the management staff.
- 7.6. Service Elevator is the only elevator permitted during move/delivery. A Security Deposit fee given in the application (is refundable, at the end of the lease, after inspection) The cost for repair of any damage to the common areas by the lessee, their children, guests or pets will be deducted from this deposit. Also, failing to comply with of any of the rules listed above 7.2 - 7.5 will result in the forfeit of the security deposit. This deposit will be refunded within thirty days of moving out after completing the security deposit refund form provided at the management offices.

Noise

- 8.1. No Unit Owner and occupant shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, or comfort of convenience of the Unit Owners.
- 8.2. No Unit Owner and occupant shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier in his unit, in such a manner as to disturb or annoy other occupants of the Condominium.
- 8.3. All parties/music shall lower the volume as to the foregoing after 11:00 pm and turn on 10:00 am of each day.
- 8.4. No Unit Owner shall conduct or permit to be conducted vocal or instrumental instruction at any time.
- 8.5. Any work requiring the use of tools such as drills, hammers, etc., should be limited to the hours of 9 am to 5 pm Monday - Friday.
- 8.6. Children must be carefully supervised while they are on condominium property. Playing and loud noises will not be tolerated in the hallways, lobby, stairwells, elevators, and other common areas.

Notices

- 9.1. There are bulletin boards in all elevators and mailrooms. Notices for meetings and news concerning the Building or the Association will be placed there, e-mailed and/or posted on our web site.

Parking

- 10.1. The parking facilities shall be used in accordance with the regulations therefore adopted from time to time. All vehicles parked on the Condominium Property are to display current decal (if applicable) and license plates.

- 10.2. All vehicles parked on the Condominium Property are to be maintained in good working order in such a manner as to be free of any leaking fluids such as oil, transmission fluid, molding, flat tire, etc. The Association in accordance with these Rules and Regulations will have vehicles that are not in compliance towed at the owner's expense.
- 10.3. No repair of vehicles shall be made on the Condominium Property. No one may conduct auto repairs in the parking lot and/or garages, which require his or her vehicle to be left unattended on jacks, bricks, or other support structures. No oil, anti-freeze, brake fluid, or other staining liquids may be spilled or poured on the parking lot as a result of auto repair.
- 10.4. No vehicle wash is allowed on the Condominium Property.
- 10.5. No vehicles may be parked in any area leading to or from the entrance of the building, and Management office except for the sole purpose of pick-up and discharge of passengers. All necessary measures will be taken against violators including the towing of vehicles at owners' expense.
- 10.6. No vehicles shall obstruct space necessary for the ingress of fire trucks.
- 10.7. Parking spaces assigned to unit owners are for vehicle parking only and assigned decal must be with assigned space. Additional vehicles with registered owners/resident must have additional decal and/or fob if entering on the Blue lagoon property. Passes are for guests only. All vehicles with no decal will be towed at the owner's expense.
- 10.8. Board of Directors at any time can implement fees for visitors parking and commercial vehicles.
- 10.9. Each household containing at least two adults will obtain 2 parking permits/decals. A household of one adult if he/she owns a second vehicle he/she must rent a parking space for the second vehicle. Both vehicles must be under the resident's name. If a third parking permit is required: vehicle must be under one of the household's name and he/she must rent a parking space for this third vehicle, otherwise third vehicle will not obtain parking permit.
- 10.10. All units have at least one parking space assigned.
- 10.11. If there is only one assigned parking space to the unit, only one registered vehicle may park in the unit's assigned parking space. Second registered vehicle must park in a visitor's parking space, first come basis. No swapping is allowed unless assignment authorization is changed at the administration offices.
- 10.12. Vehicles may be towed for any of the following: (Security is not mandated to give courtesy calls)
 - Visitors pass expired.
 - Visitors pass not visible on dashboard or rearview mirror.
 - Vehicle decal expired.
 - Vehicle description not matching office records.
 - Swapping of decal from one vehicle to another.
 - Assigned vehicle not parked in assigned parking space.
 - Swapping assigned parking spaces is not allowed.
 - Decal not visible on front windshield drivers' side.
 - No valid pass.
 - Vehicle taking up two (2) parking spaces.
 - Improper parking as making it not possible for other vehicles to park next to it
 - Disabled or Abandon vehicles.
 - Illegal parking.
 - Parking in a loading zone without proper authorization.
 - Parking in a handicap space without a handicap permit.

- Parking in a fire lane
 - Temporary pass not visible on dashboard.
 - Temporary pass expired.
 - Vehicle with an expired office pass
 - Vehicles with office passes that do not visit office (confirm with office first)
- 10.13. Tenant's parking permits/decals expire EVERY year. Tenants are responsible for purchasing parking permits/decals before expiration. Vehicles found with expired parking permits/decals will be subject to tow with a stickered 24 warning notice. *Management office is NOT responsible to remind tenants about renewing decals*
- 10.14. To register a vehicle and obtain a parking permit/decal, the vehicle registration must be valid and must match the information of the resident that will reside in the unit. If the registration does not match, the resident must bring a notarized letter from the owner of the vehicle stating that the vehicle is being loaned to the resident. Dealer vehicles are NOT permitted on property unless previously approved by the office.
- 10.15. Decal(s) can ONLY be purchased for company vehicles by providing proof that the resident owns or works for the company named on the vehicle registration. A notarized letter from the manager or owner of the company will be required for the resident/tenant that is registering the vehicle.
- 10.16. Vehicle(s) having a commercial license number, signs or commercial equipment in the vehicle, will have decal removed from vehicle. Commercial vehicles are not permitted to park or stay overnight on property. Vehicles found in this manner will be subject to tow.
- 10.17. No double door pickup trucks with a long rear bed or with double wheels are not allowed to park in the property.
- 10.18. Decal(s) must remain on the registered vehicle and in the lower left-hand side of the windshield. Vehicle(s) that do not match the description of the decal will be subject to tow without notice.
- 10.19. Resident is responsible to inform the office of a vehicle change immediately thereafter in order to maintain the parking permit/decal up to date. The tenant must bring the new vehicle registration and old vehicle permit/decal to the office in order to update the system to prevent the removal of the vehicle from the premises.
- 10.20. The cost to replace a lost parking permit/decal shall be \$ 25.00. Residents and/or their tenants using a parking permit/decal that was reported lost or deemed invalid shall be fined and the permit confiscated.
- 10.21. Photo I.D. is required to obtain parking permits. Tenants must also present a current, approved lease agreement.
- 10.22. For rental/loan vehicles the resident must obtain a temporary pass replacing the assigned vehicle to the assigned parking space or parking garage when authorized by office. To obtain pass resident must provide to the office the rental agreement along with proof that the registered vehicle is in the body shop or mechanic. Examples of proof would be the invoice from body shop or mechanic shop. As reasonable accommodation and after proper documentation provided to the guard house including I.D., a temporary pass will be issued by the guard to those with rental vehicles or new vehicles when the office is closed. The temporary pass is to expire at the end of the next business day to provide enough time to register the vehicle with the management office.
- 10.23. Temporary passes must always be visible in vehicle. Vehicles found without the visible temporary pass will be subject to tow without notice.

- 10.24. ONLY one motorcycle can be registered per unit. Motorcycles are ONLY permitted to park in the motorcycle parking. All motorcycles MUST have a decal in order to park in motorcycles parking. Motorcycles not found in this manner will be subject to tow without notice.
- 10.25. Bicycles must also be registered with the management offices. A decal will be provided to each bicycle. Bicycle must be stored in the bicycle's racks throughout the community only.
- 10.26. Units having a parking space not being used (vacant), meaning parking space DOESN'T HAVE AN ASSIGNED VEHICLE, may be used by the resident's visitor. The parking space number must be notified in advance to the office otherwise visitors may not use space. Guard will provide a pass at no charge to that visitor after obtaining authorization from resident and confirming parking space by office list.
- 10.27. Parking permits and privileges can be rescinded/revoked by the Board when any of the following occur:
- Permit is obtained under false pretenses.
 - Upon expiration of a lease agreement.
 - A unit owner is delinquent.
 - Repeated covenant and regulation violations.
- 10.28. Vehicles in the following categories are subject to immediate towing:
- Vehicles illegally parked in reserved spaces.
 - Abandoned or unregistered vehicles.
 - Vehicles with bodily damage or not operational (mechanical issues)
 - Any vehicle parked that blocks another vehicle or prevent ingress or egress from or to another parking space or street.
- 10.29. Guest can purchase a visitor pass at the security gatehouse. Passes are valid for 6 hours in a guest's parking space ONLY. Guest may purchase pass valid up to 24 hours. If guest is staying longer than 24 hours owner or occupant may purchase a pass for guest at the management offices. Guest Parking cost is \$ 5.00 per 6 hours (Cash or Credit at the security gate house). Owner and occupant may purchase in advance guest parking passes, minimum 5 passes/6 hours each pass \$ 3.00 each pass / 24 Hrs. in advance pass cost \$ 12.00. In advance parking passes are available for purchase at the management office (Credit Card or Check).
- 10.30. Visitor' parking spaces are to be used on a first come, first serve basis. This parking space cannot be used as a permanent parking space for any specific unit.
- 10.31. Any Vehicle that is accommodated, by a security guard, to park overnight in the loading zone must be removed by 7:00 am the next morning. Can not park in loading zone without prior authorization from the security guard.
- 10.32 No parking in loading zones until after 11:00 pm and must be removed by 7:00 am (loading zones, curves, etc.) Can not park in loading zone without prior authorization from the security guard.*

Pets

- 11.1. Not more than one (1) domesticated pet (i.e., dog or cat) can be registered and it cannot exceed 30 lbs.
- 11.2. Pit bulls or other breed considered to be dangerous by the Board of Directors, are not allowed in the Condominium.

- 11.3. Pet must be registered with the Association. A Non-refundable Fee, picture of pet and pets' up to date vaccines records must be provided to register pet. A nonregistered pet living in a unit will result in owner of said unit to be subject of fines that can range from \$ 100.00 or up to \$ 1,000.00.
- 11.4. No pet shall be allowed to commit a nuisance in any public portion of the Condominium building or parking areas.
- 11.5. A pet, to the extent weight practical must be carried and leashed (maximum of six (6) feet long leash, all pets must always be leashed) from the time the pet leaves the apartment until reaching building exterior. In the case pet is too heavy to carry, pet owner must use the service elevator to travel with the pet.
- 11.6. No pet walking business allowed. *
- 11.7. No pet sitting allowed. *
- 11.8. No pet guest allowed. *
- 11.9. Pets shall not be allowed on the balcony of a unit without the presence of the owner.
- 11.10. In the event your pet soils in the elevator floor or common areas, you are required to immediately use cleaning equipment to clean the elevator floor. If the owner fails to clean up the mess, then a fine will be impose of \$ 100.00 or up to \$ 1,000.00
- 11.11. Pets are not allowed, even with a leash, in the swimming pool, swimming pool area (including Jacuzzi and lounging area), gym, clubhouse, Ping Pong area, bathrooms or Mini Market.
- 11.12. The Board of Directors may prohibit certain types of pets entirely such as exotic animals. The Board of Directors have the right to require any unit owner to dispose of any pet or remove such pet from the unit and the Condominium Property, if either (1) the pet owner fails to register the pet within a month, or (2) in the opinion of the Board of Directors, such pet is creating a nuisance as a result of the pet owner violating the rules and regulation enacted by the Board of Directors.
- 11.13. Each unit pet owner shall assume complete responsibilities and liabilities for personal injuries or property damage caused by their pet.
- 11.14. Support Animals over 30 lbs. are not permitted.
- 11.15. Nonregistered pet or inappropriately register pet over 30 lbs. will need an approval from the board of directors.
- 11.16. Tenants not abiding to the BLC pet regulations are subject to non-renewal.

Recreational Areas

For the use of all recreational areas owner or occupant must carry their Blue Lagoon photo ID card.

BBQ

- 12.1. BBQ Reservation are required on Saturdays and Federal Holidays only. Other days are on first come, first serve basis. Saturday and Federal Holidays reservation time blocks go as follows
 - 11:00 am to 5:00 pm

- 5:00 pm to 11:00 pm
- 12.2. BBQ reservations can Only be reserved by a Blue Lagoon Resident at the management office. Use at your own risk.
 - 12.3. Blue Lagoon owner, occupant or renter must always be present.
 - 12.4. Any item left unattended as a form of reservation for the BBQ area will be collected by the security guard and removed. Items may be collected at the guardhouse.
 - 12.5. No loud music is allowed and must be kept in a reasonable level.
 - 12.6. BBQ Area must be cleaned after use.
 - 12.7. BBQ is used at your own risk.

Boat Slip Marina

- 13.1. Marina monthly maintenance fee is due on the 1st day of the month.
- 13.2. Only owners of a boat slip will be provided an access key to the Marina.
- 13.3. Boat Slip Marina hours are from Dawn to Dusk. Use at your own risk.
- 13.4. Swimming in the lagoon is at your own risk.
- 13.5. Garbage, debris, furniture, construction equipment, materials, oil, clothing, food should not be thrown at the lagoon as it destroys natural species (fish and wildlife) on the lagoon.

Business Center

- 14.1. The business center is located in the management offices. Use at your own risk.
- 14.2. Hours of operation are Monday - Friday from 8:00 am to 6:00 pm.
- 14.3. No smoking, food or drinks allowed.
- 14.4 Resident must bring their own copy paper for their copies.

Clubhouse

- 15.1. Clubhouse hours are from 6:00 am to 11:00 pm. Use at your own risk.
- 15.2. There is no smoking, food or drinks permitted in the clubhouse.
- 15.3. There are no parties permitted in the clubhouse.
- 15.4. There are no pets permitted in the clubhouse.
- 15.5. Unsupervised minors are not permitted in the clubhouse.
- 15.6. Proper attire is required to be in the clubhouse. (shirts, shorts or pants and shoes)
- 15.7. To use the pool tables, must be 16 years or older with adult supervision.
- 15.8. Free Wi-Fi is available. Please ask management office for the password.
- 15.9. Guests must always be accompanied by unit owner, occupant or renter while at the clubhouse. Unless guest has purchased the Blue Lagoon Guest photo ID card.
- 15.10. Pool tables cannot be moved or rearranged.

Gym

- 16.1. The Gym is solely for the use of all registered residents and / or registered Owners over the age of 18 yrs. old. Use at your own risk.
- 16.2. Any resident who damages any equipment or improperly use them will be fined or suspended from the gym and a fine will be sent for the damages caused.
- 16.3. Gym hours are from 5:00 am to 12:00 am.
- 16.4. Owners, Occupant & Renters must wear appropriate attire, example: shirt, shorts or pants and shoes.
- 16.5. Gym is for registered owner or tenant only. Guest must sign a gym waiver and purchase a temporary Blue Lagoon Guest photo ID card.
- 16.6. The gym must be maintained clean and in an orderly fashion.
- 16.7. All weights must be re-rack after every use or before you leave the gym
- 16.8. Owners, Tenants & Guest should not drop any weights on the floor.
- 16.9. Trainers are not allowed at Blue Lagoon Gym.
- 16.10. Residents are not allowed to train with commercial personal trainers in the gym.
Exceptions will be made according to federal law and appropriate written notice provided to the association.
- 16.11. When using bench, you should us a towel.
- 16.12. Equipment should not be moved.
- 16.13. Resident / Tenant must have their Blue lagoon photo ID card when using the gym.
- 16.14. No smoking, food or alcohol are allowed in the gym area.

Miniature Golf Course

- 17.1. The Miniature Golf Course is open daily from 11:00 am to 11:00 pm. Use at your own risk.
- 17.2. There are nine holes (putt-putt) course along the lagoon. Use at your own risk.
- 17.3. Golf sticks for adults and kids are available for purchase in the management office.
- 17.4. Golf balls can be purchased from the dispenser located in the clubhouse premises.
- 17.5. No smoking is allowed when using the miniature golf course.

Playground

- 18.1. The playground is open daily from 8:00 am to 9:00 pm. Use at your own risk.
- 18.2. Children must always be under adult supervision. No minor should never be left unattended.
- 18.3. The playground must be used in the discretion of the unit owner or tenant.
- 18.4. There no smoking allowed in the playground.

Pool & Hot Tub

- 19.1. Pool & Hot Tub hours are from 6:00 am to 11:00 pm. Use at your own risk.
- 19.2. Each unit owner or occupant can have a limit of 4 guest per unit. First 2 guests are free.
- 19.3. Guest will be provided a wrist band by the security guard which must be wore while in pool area.
- 19.4. Minors are not permitted in the pool area without adult supervision.
- 19.5. Parties are not permitted in the pool, hot tub, and lounging area.
- 19.6. Guests must always be accompanied by the resident while in the pool & hot tub area. Unless guest has purchased Blue Lagoon Guest photo ID card.
- 19.7. No pets, bicycles, skateboards, tricycles, roller-skates, rafts, floats, frisbees, beachballs or underwater gear are not permitted in the pool area.
- 19.8. Glass containers are prohibited in the pool & hot tub area. Alcoholic drinks are allowed in plastic containers only, and there is no drinking of any beverage inside the pool. Small coolers are allowed.
- 19.9. No loud music is permitted in the pool, jacuzzi or lounging area. (Headphones must be used only by the owner, tenant or guest)
- 19.10. There is no running, jumping, game, playing and diving from the waterfall or pool deck permitted.
- 19.11. All minors between the ages of 2 to 4 years old and/or any individual without control of their bowels must wear swimming diaper plus waterproof swimwear.
- 19.12. Chairs, Table and Lounges may not be removed from the pool area for any purpose.
- 19.13. No smoking is allowed in the pool, hot tub, or pool deck/lounging area.
- 19.14. There is a limit of maximum 92 persons at a time in the pool.
- 19.15. There is a limit of maximum 6 persons at a time in the hot tub.

Porto Azul

- 20.1. Porto Azul hours are from 6:00 am to 11:00 pm. Use at your own risk.
- 20.2. To reserve Porto Azul, an agreement must be signed, and fees provided at the management office. For further information please contact the management offices.
- 20.3. There are no glass containers allowed in Porto Azul.
- 20.4. Porto Azul is by reservation ONLY.
- 20.5. Porto Azul can ONLY be reserved by a Blue Lagoon resident and resident MUST be present at the event.
- 20.6. There is no smoking allowed in Porto Azul.
- 20.7. Resident must bring their own supplies to set up for the event
- 20.8. Resident is authorized to received rentals of tables and chairs for event.
- 20.9. For reservation deposit be returned the following criteria must be met:
 - ✓ Porto Azul must be left clean.
 - ✓ Please clean tabletops with glass cleaner.

- ✓ No garbage on floor or common area.
- ✓ All decorations supplies **MUST** be removed.
- ✓ All furniture should be in place without damages, including TV(s), remote control(s), and plants surrounding the area.

Sauna

- 21.1. Sauna hours are from 6:00 am to 11:00 pm. Use at your own risk.
- 21.2. Children under the age of 16 are not allowed to use the sauna.
- 21.3. Sauna treatments should be limited to 15-20 minutes, *Sauna is used at your own risk.*
- 21.4. Must always use towel to sit on and towel to leave on as attire. No nudity.
- 21.5. There is a limit of maximum 5 persons at a time in the sauna room.
- 21.6. Resident should exit immediately if feeling uncomfortable, dizzy, or tired.
- 21.7. Consult with your physician before use if pregnant, in poor health or if you suffer a heart condition, high blood pressure, diabetes, respiratory condition or under medical treatment.
- 21.8. Resident should not use the sauna while under the influence of alcohol.
- 21.9. There is no smoking, alcohol and food allowed in the sauna room.
- 21.10. Implement appropriate caution on wet surfaces.
- 21.11. Resident should avoid direct contact with the sauna equipment.

Sales and Leasing

- 22.1. There is a limit to two individuals per bedroom, and one individual per den.
- 22.2. No unit owner may rent a unit more than twice during any 12-month period, and no rental shall be for less than a 6-month term. The Association has the right to approve or disapprove all rentals.
- 22.3. All rules and regulations are applied to all owners, renters, guests and visitors.
- 22.4. After a unit has been rented, the unit owner will no longer have the right to use any of the condominium facilities or common areas or elements during the period of the lease.
- 22.5. Former renters or unit owners who cause any damage at the property or violate any of the provisions of the condominium documents will not be approved for new occupancy.
- 22.6. An owner, his lessee or guest shall be joint and severally liable for the cost of repair or replacement damages of any kind, including court costs, reasonable attorney's fees, etc.
- 22.7. Renters must provide association copies of lease renewals to update vehicle permits, IDs' and Electronic Keys.
- 22.8. Tenants must complete their unit lease renewal in the office. Must provide the following documents:

- Fully executed lease signed by both parties (owner/tenant) printed or emailed * If adding a new occupant, please ensure to add them to the new lease and begin the resident addition application.
- Renewed proof of homeowner insurance by owner. Minimum general liability of \$100,000.00.
- Valid vehicle registration (s).
- If renting a parking space, please provide a copy of parking agreement contract.
- Decal renewals money orders must be made out to Blue Lagoon Condominium.

Security & Safety Recommendations

- 23.1. Blue Lagoon Condominium provides 24-Hour Patrolling Security Guard.
- 23.2. There are Security Cameras throughout community.
- 23.3. There is a 24-Hour Security Guard at the Gatehouse. Gatehouse Phone: 305-461-9200.
- 23.4. Owner, Tenants & Guest must park at their own risk. Blue Lagoon Condominium is not responsible for damage or theft to vehicles, motorcycles, scooter or their contents.
- 23.5. Owners, Tenant & Guest must respect the traffic signals.
- 23.6. Throughout the property speed limit is as posted. Speed limit in all parking lots is 15 miles per hour and 5 miles per hour inside the parking garages.
- 23.7. The Association recommends for any owner & tenant to check their water valves as they require regular maintenance. They are located by the unit's water heater.
- 23.8. The Association recommends for owners & tenants to check regularly for electrical hazards, such as worn electrical cords, overloaded extension cords and outlets, and broken appliances.
- 23.9. The Association recommends all units keep a fire extinguisher within your units otherwise in case of emergency extinguishers are available in the hallways.
- 23.10. The Association recommends making sure the fire detection system works. If fire strikes, smoke detectors and fire alarms alert you to a fire right away, so you can get out of the building safely.
- 23.11. The Association recommends being careful with unattended candles, stove, dryer, washing, machine, etc.
- 23.12. All exterior doors should always remain locked.
- 23.13. Maximum security requires the continued cooperation of all residents. Residents should immediately notify the security guard of any suspicious person or incident. Residents should refrain from distracting the security personnel from their assigned duties and should neither instruct nor criticize them. Any criticism or instruction shall be directed to the Management. No person other than a Board Member shall direct, supervise or in any manner attempt to assert any control over security or other employees of the Association.
- 23.14. Visitors will not be admitted unless the owner or tenant allows it. No one is to be admitted to the building unless identified by the security person as a unit owner, renter or approved visitor.
- 23.15. Security guard is required to challenge any stranger entering the building. To avoid confusion and annoyance, notify security in advance of expected visitors and guests and residents should carry their Blue Lagoon ID to all common areas.

Unit Alterations and Services

- 24.1. Work hours for all contractors are between the hours of 9:00 am and 5:00 pm Monday - Friday.
- 24.2. No interior of a Condominium Unit shall be altered in any manner as such would have any effect on the structural elements of the building or its electrical, mechanical, plumbing or air conditioning systems or any of the Common or Limited Common Elements without the prior written consent of the Association.
- 24.3. No air-conditioning units may be installed by Unit Owners or occupants, only by licensed and insured contractor.
- 24.4. Unit alterations application must be filled out and turned in to the office. (Example: Floor style update, Kitchen and bathroom remodeling, A/C and water heaters installations). Applications may take 7 to 10 Business Days to process.
- 24.5. Companies are required to turn in to the association prior servicing unit and along with applications:
 - Insurance Liability Insurance with certificate holders name under:
 - Blue Lagoon Condominium Association Inc. 5077 NW 7th Street, Miami, FL 33126
 - Workers Compensation or exemption Certificate
 - State License
 - City Permit (If Applicable)
 - And Refundable Security Deposit (Amount depends on type of alteration/modification)
- 24.6. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing.
- 24.7. No unit should have unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

Violations, Complaints, Suggestions and Fines

- 25.1. Any Complaints regarding the service of the Condominium shall be made in writing to the Association.
- 25.2. Any Suggestions may be brought by Unit Owners at the Board of Directors meetings open to owners during the open forum.
- 25.3. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees, or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

- (a) Notice: The Association shall notify the Owner and Tenant of the infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why penalties should not be imposed.
- (b) Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors, and a committee of other Unit Owners, shall hear reasons why penalties should not be imposed. A written decision of the Board and committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.
- (c) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time. Notwithstanding the foregoing, if the committee of Unit owners described above does not agree with the fine, the fine may not be levied.
- (d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In this case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
- (e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- (f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
- (g) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner or occupant.

New Rules & Regulations Due to COVID-19

The following restrictions will apply:

- No gatherings of more than 10 people are allowed.
- Keep practicing social distancing.
- **MUST*** wear facial coverings when in common areas or where distance cannot be kept. Facial Covering must be worn in the following areas: elevators, gym, business center, bathrooms, locker room and offices. (Recommend Elevators 4 ppl capacity per ride)
- NO GUEST allowed temporarily in common areas
- To use common areas residents must have their valid BLC ID with them, otherwise, they will be asked to leave the premises. NO EXCEPTIONS!
- Must use a towel on pool lounge chairs and to use gym equipment benches.
- Most common areas hours have changed temporarily. Contact the management offices for more information.

Please we strongly recommend:

- Wash hands often.

- Cover your mouth when sneezing or coughing and wash your hands immediately after.
- Stay home if feeling sick.
- Clean gym equipment before and after usage.

Not following rules and regulations described above may result in fines and/or gym usage suspension.

Adoption of Policy made on August 4, 2020.

1. This policy concerns all current and future tenants and/or unit owners of any unit located within Blue Lagoon Condominium (hereinafter the "Tenants and/or Owners").
2. This policy is being promulgated to better enforce the Association's rules and regulations by any Tenants and/or Owners and preventing repeated violations thereof.
3. The Board will institute a policy such that when it is presented with evidence of repeated violations of the Association's Rules and Regulations by any Tenants and/or Owners, the Board will vote to suspend all of such Tenants' and/or Owners' access to the common elements of the Association.
4. Such suspension includes but is not limited to the following:
 - a) De-activation of any FOB keys associated with or registered to the such Tenants and/or Owners (preventing access to the pool, gym, clubhouse, etc.
 - b) De-activation of any parking stickers associated with such Tenants and/or Owners
 - c) Suspension of the privilege of using any of the common elements of the Association
 - i. As part of the above, suspension of such Tenants and/or Owners privilege to use any parking spaces on Association property.
 - d) Suspension of the privilege of registering visitors and providing such visitors access to the Association property.
 - e) Suspension of any and all rights of access to Porto Azul and all other outdoor amenities provided by the Association.
5. To enforce such suspension, such Tenants and/or Owners will not be allowed to register as visitors to another unit, as doing so would constitute an end-run around the suspension of their access to common elements as well as their parking privileges (in the past, such Tenants and/or Owners have registering as visitors of other units and have parked in visitor parking spots, thus in effect ignoring the suspension of their parking rights on Association property)
6. To be clear, the Association, according to its duties under Florida law, will allow such Tenants and/or Owners physical access to the unit they have registered their ownership of with the Association or which they have been approved to lease by the Association until the expiration or termination of their lease, whichever occurs first. However, such access is limited to being able to walk into the property, use the elevators in building four for the sole purpose of obtaining access to their unit (i.e., such Tenants and/or Owners should not be stopping on any floors other than 1. the lobby and 2. the floor where his unit is located) and reside within the physical perimeter of such unit until, in the case of a lessee, the earlier of his lease expiration or termination.
7. However, all other rights (if any) of such Tenants and/or Owners to access and/or use the Association's common elements shall be suspended, and will not be reinstated by the Board unless and until such Tenants and/or Owners demonstrate the ability to abide by the rules and regulations of the Association for a significant period of time. The Board, in its sole discretion, shall determine when this condition has been met.

***Updates are marked with an asterisk (*)**